

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

_____	)	
UNITED STATES OF AMERICA	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No: _____
	)	
SHIRLEY A. ROBERT	)	
Defendant.	)	
_____	)	

**COMPLAINT**

**JURISDICTION**

1. Jurisdiction of this action is conferred on the Court by 28 U.S.C. §1345.

**PARTIES**

2. Plaintiff is the United States of America, acting through the U.S. Department of the Health and Human Services (hereinafter “HHS”) The debt was referred to the U.S. Department of Justice in accordance with the Debt Collections Improvement Act of 1996 (DCIA) (31 U.S.C. § 3701 *et seq.*).
3. Defendant, Shirley A. Robert is an individual residing at 39 Tyler Ave, East Wareham, MA 02558.

**COUNT I**

4. The Defendant submitted an application and signed a contract to participate in the Nurse Corps Loan Repayment Program (NURSE Corps LRP). On February 27, 2014 she was approved and an authorized designee of the secretary of HHS, entered a contract with her on September 23, 2014.

5. During her two-year contract, loan repayment funds totaling \$21,092.14 were paid to her by the Federal government in accordance with the Program Statute. The funds were paid upon the condition that she serve full-time as a registered nurse for a period of (2) consecutive years, beginning on the effective date of the contract, at a Critical Shortage Facility (CSF).
6. The NURSE Corps LRP was conditional upon the Defendant serving (2) consecutive years of obligated service for full-time clinical service. Defendant incurred a two-year service obligation.
7. The Defendant was to serve at the Roxbury Community College, from September 23, 2014 until September 22, 2016. Her last day of employment was August 28, 2015. She completed a total of 339 days of a 731-day service obligation owed under the written contract.
8. The Defendant did not fulfill her service obligation.
9. On June 28, 2016, the Defendant was notified by email that she was not in compliance with her NURSE Corps LRP contract service obligation. Defendant was given until August 27, 2016 to find employment and submit a request for approval. Another email was sent on November 21, 2016, informing once again of the requirements and that she was in breach of her service obligation. Defendant did not respond.
10. On May 3, 2017, Defendant was notified by letter that she had been placed in default of the conditions of her contract effective August 29, 2015. She was informed of the annual interest rate applicable to her debt and advised that interest would accrue on the unpaid principal balance from the date of default until the debt is paid in full. Defendant was advised that if repayment arrangements were not finalized by the due date the debt would

be referred and enforced for collections. Instructions were enclosed for requesting a repayment agreement if Defendant was unable to remit the total amount due.

11. On September 19, 2018, Defendant was notified that debt was due in full within 30 days. Defendant was also informed that failure to make payments would result in referral to a private collection agency, the Department of Treasury, and /or DOJ enforced collection.
12. On October 27, 2018, the Defendant was sent a final notice. She was advised that if payment was not received within 30 days, the debt would be referred to the DOJ for litigation. The Defendant did not respond.
13. On November 9, 2018, the Defendant was notified that her account was delinquent and HHS' intent to refer her debt to other Federal agencies for the purpose of administrative offsets, which may include Federal tax refund offset, wage garnishment, and other Federal or State agency payments. Additional demand letters were sent on November 23, 2023 and November 28, 2023. The Defendant did not respond.
14. On August 14, 2024, the Defendant was sent a final notice and was advised that if repayment arrangement were not finalized that her debt would be referred to DOJ for litigation. Defendant did not respond.
15. The debt owed to the United States of America is as follows:

Current Principal (*after application of all prior*

<i>payments, credits, and offsets)</i>	\$ 16,387.00
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Current Capitalized Interest Balance and

Accrued Interest	\$ 366.00
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Administrative Fee, Costs, Penalties	\$ 0.00
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Credits previously applied (*Debtor payments,*

<i>Credits, and offsets)</i>	\$ 21,688.17
<b>Total Owed</b>	<b>\$ 16,753.00</b>

The Certificate of Indebtedness, attached as Exhibit “A”, shows the total owed as of August 7, 2024. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 9.75% per annum. The interest accrues at \$4.38 per day.

WHEREFORE, the United States demands judgment against the Defendant for \$16,753.00 plus interest from August 7, 2024 and for such other and further relief as this Court deems fair and reasonable.

Dated: February 24, 2025

The United States of America  
By its attorneys<sup>1</sup>:

/s/ John O. Postl  
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<sup>1</sup> Schuerger Law Group is under contract to the United States Department of Justice under the Department’s private counsel program for collection of certain accounts.